

Service & value since 1897

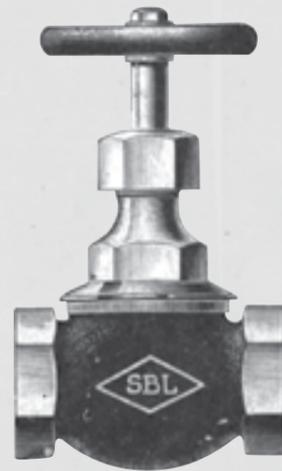
sbs.co.uk



SMITH BROTHERS STORES

2016/17





OUR STORY

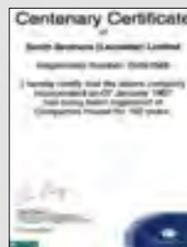
SMITH BROTHERS



Smith Brothers (Leicester) Limited (SBL) was originally founded in 1897 and has a collection of companies operating within its structure, with SBS Ltd being one of them. Throughout its history it has maintained family ownership status under the total control of family members and an independent Chief Executive.

The Company was founded by Walter Smith and his photo along with other pictures from the earlier days of operation are often displayed around our various locations to remind everyone of our heritage. SBS currently has 3rd, 4th and 5th generation family members working within the business & had been trading for 10 years prior to incorporation in 1907 and the certificate celebrating 100 years of trading is proud and cherished within the Company's history. The strength of the business is down to the core structure and cash flow management which has been maintained from the outset ensuring a long & successful history. The strict management of the financial principles the

company follows means that even when the economy is far from stable, SBS is still secure and well placed to capitalise in such markets, nothing could highlight the issue more than our turnover and branch expansion from 2006. Major strides have been made over our 100 plus year history to develop with market requirements and demands.



Disclaimer: As much information has been given and believed correct at time of publication, however the literature is for guideline use only. Although many products throughout the brochure highlight particular certifications, this may only indicate part of the range comes with the 'approval' or certain brands have the accreditation. For complete accuracy, always check the product with an SBS representative. Missing information was either not available or disclosed, confirm with manufacturers for full and accurate information as it is your responsibility any products meet the necessary requirements. Any reliance placed upon this information will be totally at the user's risk.

YOUR REPRESENTATIVE:

CONTACT DETAILS:

YOUR LOCAL BRANCH:

LOCATIONS

01 BIRMINGHAM

02 BRISTOL

03 CARDIFF

04 HEATHROW

05 LEEDS

06 LEICESTER

07 MERSEYSIDE

08 NORTHAMPTON

09 OLDHAM

10 PETERBOROUGH

11 SOUTHAMPTON

12 THURROCK

TIMELINE

1897-2016



1897

Smith Brothers is established by founder Walter Smith.

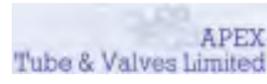
1907

Smith Brothers becomes incorporated to Limited company.



1998

Old logo is redesigned to incorporate our yellow diamond which is still present today.



2004

SBS completes the purchase of Apex Ltd in Peterborough giving better coverage with distribution available across the East of England.

1978

Smith Brothers expand Leicester by purchasing units on adjacent road, Batten Street.



2009

On the 1st of October SBS opens it's 7th Branch which is based in Thurrock perfectly placed to service Central London & the South East. The Leeds branch also relocates and moves to brand new purpose built 22,000 sq ft unit in an ideal location with excellent transport links.



2012

Southampton becomes the 9th and most southern Branch situated in Eastleigh. The new redesigned website is launched along with a new circular logo. Partnership with MEP (HireStation) is announced to assist customers with tooling.



2015

New I.T. system is launched to help with all aspects of the business from sales through to accounts. After 18 months of bespoke development and 6 months of staff training, the move sets the next level of foundation and shows our desire to constantly adapt for the needs of our customers.

1800s

1900s

2000s

1902

Smith Brothers move from Saffron Lane to Aylestone Road which was occupied up until 2016.



1980

SBS decide to expand for the first time opening a branch in Northampton.

1989

SBS begin recording details on a computer system starting the move away from the paper based routes.



2006

The previously acquired company Apex changes its name to SBS and joins the expanding branch network. SBS opens at Oldham servicing the Lancashire & North West area. Shortly after the Oldham branch, SBS Leeds followed in 2007, making the network of branches up to five.

2008

On the 1st of December SBS opens it's 6th Branch based in Smethwick which is well placed to service the Birmingham & West Midlands region. 2008 also sees the launch of SBS on the web.

2011

In February SBS Bristol opens for business, which can service the South West. Leeds have six figure investment covering their roof in 200+ solar panels generating annual yields of nearing 50,000 kWh.



2013

SBS transport becomes FORS accredited across the national network demonstrating the commitment to safety and the environment. Patented WRAS approved Aquatechnik multilayer system comes exclusively to SBS giving a great alternative to traditional steel or copper. Tool hire through HireStation can now be ordered online through www.sbs.hirestation.co.uk



2016

New branches Heathrow, Cardiff & Merseyside open taking the expansion to 12 branches over two countries. SBS Leicester, Bristol and HQ relocate to larger more modern premises. The SBS fleet of vehicles get upgraded to Silver standard FORS accreditation.



DEFINING OUR BUSINESS

SBS is one of the oldest and, more recently, one of the largest independent merchants operating from within the UK directly focusing on supplying to the commercial and industrial mechanical services sector.

The core business specialises in the distribution of pipework, valves and all associated fittings and has extensively increased both its product portfolio and geographical coverage since the turn of the millennium. With branch coverage across the spine of England and Wales, including Head Office based in Blaby Leicester, we are able to meet our customers service commitments, our brand promise since 1897. SBS should be the number one choice for the mechanical services contractor that relies on quality of service combined with competitive pricing.

SBS can offer added value over its competitors in a multitude of ways. By drawing from our close relationships with our carefully selected and quality assured suppliers, by maintaining excellent stock levels at all branches and thus reducing supplier lead times. In turn we can provide unrivalled levels of service along with competitive pricing.

Our investment strategy for sustainable growth, along with our commitment to the branch expansion programme and product range development, are just some of the reasons behind the unprecedented success of the business, resulting in turnover increasing to over £70+ million per annum today.

Through the development of our people and product range, with the support of our suppliers, shareholders and parent company, we shall maintain our desire to surpass our customers' expectations with a level of service that will continually add value to their changing needs...

Steve Smith
Joint Managing Director

"WE SHALL MAINTAIN OUR DESIRE TO SURPASS OUR CUSTOMERS' EXPECTATIONS WITH A LEVEL OF SERVICE THAT WILL CONTINUALLY ADD VALUE TO THEIR CHANGING NEEDS"

Steve Smith, Joint Managing Director



- OPEN 1897**
ONE OF THE OLDEST AND LARGEST INDEPENDENT MERCHANTS
- 12**
BRANCHES ACROSS ENGLAND AND WALES
- EXCELLENT STOCK LEVELS**
- £70+ m**
TURNOVER PER ANNUM
- COMPETITIVE PRICING & QUALITY SERVICE**
- no. 1**
CHOICE FOR MECHANICAL SERVICE CONTRACTORS

BETTER TO...

HAVE HISTORY?

Being an established merchant in the industry means we have years of experience to draw on. The company has a large portfolio of testimonials and case studies from customers and projects alike, highlighting the added value we can give our customers. While reputation is an intangible concept, it can often be seen as a company's greatest strength. Nothing demonstrates Smith Brothers reputation better than our continued growth since the turn of the millennium.

WITH OVER 100 YEARS OF EXPERIENCE, COMES EXPERTISE AND CREDIBILITY

BE INDEPENDENT?

Smith Brothers remain flexible and decisive responding to every situation by having no ties and remaining off the political merry-go-round which can plague multi-billion pound companies. Customers aren't just an account number and we genuinely hope you grow alongside ourselves creating history and success together. Our objectives will always be to surpass expectations for our customers, staff, industry and not simply shareholders.

INDIVIDUALS NOT ACCOUNT NUMBERS & CASH COWS

REMAIN UNDER FAMILY OWNERSHIP?

Having 5th generation family members in the business gives the stability and commitment to our customers and staff that Smith Brothers will be around for another 100 years and is not merely an evolving purchasable asset. The company is going from strength to strength capitalising on its strong financial position opening seven branches since the recession in 2007!!

YOU WILL NEVER HEAR; "SORRY, BUT THAT'S NOT IN MY JOB DESCRIPTION"



SERVICE & EXPERTISE

BRANCH EXPANSION PROGRAMME

Head Office is based centrally in Blaby Leicester & our carefully selected branch locations give us a great presence across the spine of England and Wales. The coverage and geographical positions are heavily based around being able to support our customers with the high level of service which have formed our foundation of 100+ years of successful trading. SBS have and will continue to make efforts widening our network with the expansion programme aiming to:

INCREASING GEOGRAPHICAL COVERAGE

Giving better flexibility for our customers, wherever the project is located

ADDING DEPTH TO STOCK

In both quantities & range, shortening lead times for our customers

IMPROVING THE TRANSPORT CAPABILITIES

With a larger fleet we can manipulate the vehicles to maximise our operational capacity

WIDENING KNOWLEDGE

With all staff, we actively encourage sharing of best practice, product knowledge and continued training

STAFFING

Various staff are trained in multiple job roles along with being able to cover in different branches if emergencies or operational demands require.

SUSTAINABILITY

Like most companies, we are keen to grow and continue to capitalise on our successes, however SBS will never jeopardise current business operations by over-stretching ourselves for a quick success.

TRANSPORT DEVELOPMENT

To maintain service excellence significant investment has been made into our transport department giving greater flexibility for our customers. Our fleet of vehicles have continually reduced CO₂ emissions over the years making sure our vehicles conform to the 'low emission zone' which started operation in 2008 administered by the Transport for London. The latest guidelines mean our 12 tonne plus vehicles, 7.5T and 3.5T flat bed lorries meet Euro 6 standards along with our vans.

With a dedicated senior operations manager he has ensured all branches have a range of transportation options from large lorries with Hiab cranes or tail lifts for off loading heavy tube/ items to small vans. To meet small back orders or final balances to complete a project, we also offer a courier service

to make sure our customers are never let down. Our high standards have been externally verified by 'FORS', a fleet operator recognition scheme. The scheme aims to improve safety and reduce environment impact with our transport giving SBS tangible evidence of our hard work and development in this area. More recently our vehicles have been fitted with audio indicator siren, side and rear cameras along with in-cab recording which has resulted in SBS being upgraded to Silver standard on the scheme in 2016. Look out for the FORS sticker when you next see an SBS vehicle.



NATIONAL PRODUCT SPECIALIST

The business growth and product range expansion has meant investment in specialist personnel working in a national role overseeing product sales and responsibility. For the customers this has meant more knowledgeable staff along with a key person as one point of contact. For product areas like pumps, a key contact is vital to ensure success from quote to delivery with detailed product knowledge to answer any questions which may arise.

The product areas with national specialists are highlighted below and they are available for site visits, meetings or simply on call to offer support when and however it is required;

- Air Conditioning
- Renewables
- Commercial Plant
- Pumps

SBS PROMISE

We make no secret when talking to the building services industry, the promises we make to our customers. By being transparent it not only guarantees stakeholder backing, but also notifies our support network from suppliers to delivery drivers, the level of performance we expect.

Our promises breakdown into 4 areas;

SERVICE / STOCK / STAFF

UNDERSTANDING YOUR INDIVIDUAL REQUIREMENTS

KNOWLEDGE & COMMITMENT

SERVICE

No secret has ever been made that our vision since the company was founded was to offer value through service, making sure our customers never fall short on their commitments, which will hopefully lead to them having a long and successful trading history like ours. We have a senior operations manager dedicated to making sure all our branches have the facilities on hand to meet demands of the external climate. Whether it be branch cranes, mezz floors, extra racking or extra investment in vehicles to increase delivery options and reduce lead times, SBS will do whatever is required. Smith Brothers aim to supply, support and surpass in meeting your expectations.

STOCK

Whilst other competitors reduce stock levels to improve cash flow or minimise investment, SBS still remain committed to hold high levels of core product stock to make sure we can support our trade counters whilst being able to draw from such reserve to support different stages within a project or even a site 'take off'. Our service and stock has on many occasions fulfilled project work or back orders after customers have been let down elsewhere. SBS always aim to keep the customer informed from start to finish.

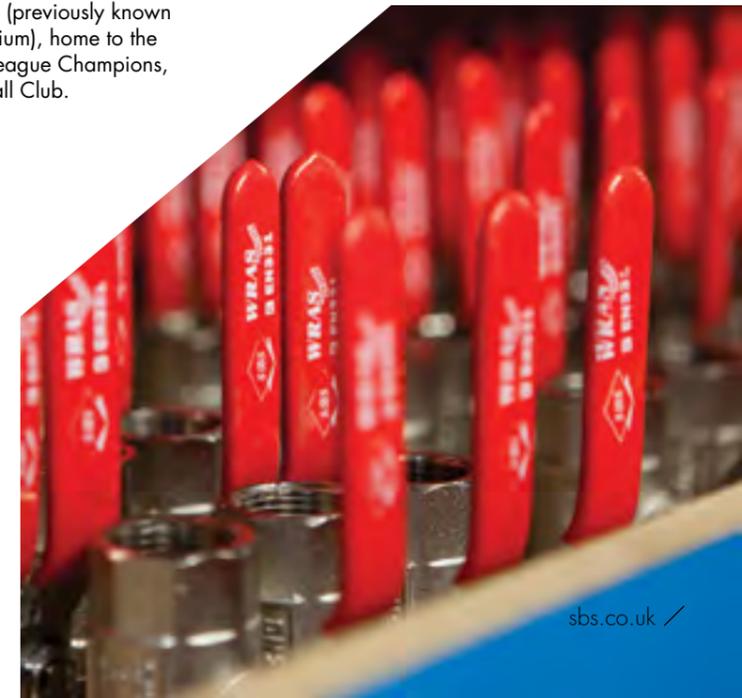
STAFF

One of the key areas to our success has been the investment in people throughout the business. Committed, helpful and product knowledgeable staff with excellent reputations within the industry have been key to maintaining our success. Building upon those foundations the business works closely with suppliers so information, training and relationships maintain a high level to the benefit of the customer.



UNDERSTANDING YOUR INDIVIDUAL REQUIREMENTS

SBS hasn't been trading since the 19th century without getting to understand how every customer requires service excellence in different ways. We aim to communicate with each customer to help support their business, tailor our service to suit them, whether it be site visits, product knowledge, training (on-site or off-site), product cost savings, meeting 'spec' requirements or simply offering an efficient service. SBS has assisted customers in various countries and serviced major projects of numerous hotels, hospitals, schools, sporting venues including 2012 London Olympics, 2015 Rugby World Cup and many other household name developments. With head office based in Blaby Leicester, SBS were delighted to be one of the main supplying merchants supporting the build of the King Power Stadium (previously known as the Walkers Stadium), home to the 2015/16 Premier League Champions, Leicester City Football Club.



SBS ALWAYS AIM TO KEEP THE CUSTOMER INFORMED FROM START TO FINISH.

OUR BRANCHES

01



02



03



04



05



06



BIRMINGHAM

Unit 1 Alpha Park
Bevan Way
Smethwick
West Midlands
B66 1BZ
T: 0121 555 1900
E: birmingham@sbs.co.uk
F: 0121 555 1901

OPENING TIMES

Monday to Friday
Trade Counter 7:30am to 5pm
Sales Office 8am to 5pm

KEY INFORMATION

- Over 200+ years industry experience within the branch
- Easy reach into the heart of Birmingham
- All key product lines stocked in depth

BRISTOL

Unit B St Vincents Trading Estate
Feeder Road
Bristol
BS2 0UY
T: 0117 947 1111
E: bristol@sbs.co.uk
F: 0117 947 1122

OPENING TIMES

Monday to Friday
Trade Counter 7am to 5pm
Sales Office 8am to 5pm

KEY INFORMATION

- Large modern trade counter
- Easy reach to M32, M4 & M5
- Stocks well in excess of one million including a-c ancillaries

CARDIFF

Unit 2 Dominions Way Trading Estate
Newport Road
Cardiff, Wales
CF24 1RF
T: 0292 167 1250
E: cardiff@sbs.co.uk
F: 0292 167 1251

OPENING TIMES

Monday to Friday
Trade Counter 7:30am to 5pm
Sales Office 8am to 5pm

KEY INFORMATION

- Air conditioning & ancillary stockist
- Quick access to centre of Cardiff and A48
- Stainless press-fit stockist

HEATHROW

Unit 2 Pier Road
Feltham
Greater London
TW14 0TW
T: 0203 8565 620
E: heathrow@sbs.co.uk
F: 0203 8565 630

OPENING TIMES

Monday to Friday
Trade Counter 7am to 5pm
Sales Office 8am to 5pm

KEY INFORMATION

- Ultra modern unit
- Vast Daikin stocks with a-c ancillaries
- Strategic west London location
- Large modern trade counter

LEEDS

Unit 1 Quantum Business Park
Pontefract Road
Stourton
Leeds
LS10 1AX
T: 0113 201 4222
E: leeds@sbs.co.uk
F: 0113 201 4223

OPENING TIMES

Monday to Friday
Trade Counter 7am to 5pm
Sales Office 8am to 5pm
Saturday
8am to 11:30am Trade Counter Only

KEY INFORMATION

- Excellent location just off junction 44 of M1
- Large trade counter
- 22,000+ sq ft unit with over 200+ solar PV panels

LEICESTER

99 Commercial Square
Freeman's Common Industrial Estate
Leicester
LE2 7SR
T: 0116 222 7355
E: leicester@sbs.co.uk
F: 0116 244 0430

OPENING TIMES

Monday to Friday
Trade Counter 7am to 5pm
Sales Office 8am to 5pm
Saturday
8am to 11:30am Trade Counter Only

KEY INFORMATION

- Large Daikin and a-c ancillary stock
- 10 minutes from J21 of M1 located near stadiums of LCFC & Leicester Tigers
- Same day deliveries available on request (extra charges may apply)

07



MERSEYSIDE

Unit 6 Turbine Road
Tranmere
Birkenhead
Wirral
CH41 9BA
T: 0151 541 6440
E: merseyside@sbs.co.uk
F: 0151 541 6441

OPENING TIMES
Monday to Friday
Trade Counter 7:30am to 5pm
Sales Office 8am to 5pm

- KEY INFORMATION**
- Handpicked start-up team with a combined 150+ years industry experience
 - Strategically located by the Birkenhead tunnel to service the North West & North Wales
 - Ultra modern facilities

08



NORTHAMPTON

Unit 3 Reynoldston Close
Brackmills Industrial Estate
Northampton
NN4 7BX
T: 01604 763 621
E: northampton@sbs.co.uk
F: 01604 760 903

OPENING TIMES
Monday to Friday
Trade Counter 7.30am to 5pm
Sales Office 8am to 5pm
Saturday
8am to 11:30am Trade Counter Only

- KEY INFORMATION**
- Renewable unit with both a biomass & PV solar panel installation
 - Out of hours secure collection box
 - Located 5 minutes of J15 off M1 just of the A45

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OLDHAM

Unit N Oldham Central
Trading Park
Coulton Close
Oldham
OL1 4EB
T: 0161 621 6288
E: oldham@sbs.co.uk
F: 0161 621 6289

OPENING TIMES
Monday to Friday
Trade Counter 7:30am to 5pm
Sales Office 8am to 5pm
Saturday
8am to 11:30am Trade Counter Only

- KEY INFORMATION**
- Large warehouse with a wide range and in-depth stock
 - Excellent at project take offs
 - Easy reach to M62 & M60

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PETERBOROUGH

Empson Road
Eastern Industry
Peterborough
PE1 5UP
T: 01733 311 711
E: peterborough@sbs.co.uk
F: 01733 345 293

OPENING TIMES
Monday to Friday
Trade Counter 7:30am to 5pm
Sales Office 8am to 5pm

- KEY INFORMATION**
- Stainless specialists
 - Able to cover the East of England as far as Ipswich & Norwich
 - Extremely efficient trade counter

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SOUTHAMPTON

Unit 3 St. Georges Industrial Estate
Goodwood Road
Boyatt Wood
Eastleigh
Southampton
SO50 4NT
T: 02380 623 070
E: southampton@sbs.co.uk
F: 02380 614 320

OPENING TIMES
Monday to Friday
Trade Counter 7am to 5pm
Sales Office 7:30am to 5pm

- KEY INFORMATION**
- Early opening hours
 - Located just off M3 & near M27
 - Able to service a vast area of the south coast

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THURROCK

Units 3 & 4 Eurocourt
Oliver Close
West Thurrock
Essex
RM20 3EE
T: 01708 689 900
E: london@sbs.co.uk
F: 01708 689 901

OPENING TIMES
Monday to Friday
Trade Counter 7am to 5pm
Sales Office 7:30am to 5pm

- KEY INFORMATION**
- Dual stockists for Xpress & Sanha press systems
 - Same-day and Saturday morning deliveries available (extra charges may apply)
 - Trade counter collections from 6am up to 6:30pm Monday to Friday upon request.

OUR SUPPLY PARTNERS



CASE STUDIES

AVENUE SCHOOL READING

OWNER	READING BOROUGH COUNCIL
LOCATION	TILEHURST, READING
PROJECT DURATION	35 WEEKS
CONTRACTOR	LJJ CONTRACTORS
PROJECT VALUE	£3.5 MILLION
SERVICES USED	MECHANICAL, ELECTRICAL, PLUMBING

This special needs school was developed in conjunction with Willmott Dixon Construction as part of their supply chain strategy.

This project achieved an excellent BREEAM rating. This is due to the introduction of many items of renewable energy including ground source heat pumps, solar panels, wind turbines and CHP plant. All of the services were monitored and controlled via BMS including the CCTV, heating, access control and the renewable energy systems. As this is a special needs school many other features were included i.e. panic alarms, voice evacuation, UV lighting and soft play/sensory rooms.



PRODUCTS SUPPLIED

- Steel Tube
- Crane Valves
- Aquatechnik Multilayer System

TESCO STORE SOUTH WALES

CONTRACTOR	INTOHEAT
LOCATION	AMMANFORD
SECTOR	RETAIL
PROJECT VALUE	CONFIDENTIAL
PROJECT DURATION	5 WEEKS
SERVICES USED	MECHANICAL & PLUMBING

Ammanford Tesco needed to replace a lot of pipework for the existing corroded carbon system which had been badly affected from the external environment. Intoheat have worked on all manner of mechanical & electrical projects with a team of proven engineers, so this retail project was not uncommon.

The heating mains was located on the store roof meaning the replacement system had to cope with the ambient outside conditions as the previous system had started to leak in many places. The existing carbon system went from 40mm to 88.9mm and after discussion between all three parties (Tesco, Intoheat & SBS) the Aquatechnik product was the preferred system of choice due to its increased flow rate and resistance to external conditions against other materials/systems. Due to the patented flared fittings not reducing the bore of the pipe, the system only needed to go to 75mm as a direct replacement. The calibrated tooling was also sourced



from MEP who has a joint trading agreement with SBS, so Intoheat were fully supported along with flexible delivery times.

The Aquatechnik system, a finalist at the H&V News Awards, was installed successfully, on time and within budget while presenting only minimal disruption to the store and its customers. With a 25 year warranty, limits up to 10 bar and 95c, the WRAS approved multi-layer system will ensure the Tesco customers and staff alike have no problems for the foreseeable future.

APPROVALS

SBS are committed to making sure our stock range offers quality products which meet the latest accreditations and industry guidelines where applicable. Many of the products stocked and supplied come with both U.K. specific and European specific approvals.

Although many products have particular certifications, this may only be part of the range which comes with the 'approval' for complete accuracy, always check the product with an SBS representative.



This logo is associated with products which meet set criteria. Manufacturers with the BSI Kitemark are in an elite club along some of the world's best companies and brands, currently just over 2,500 BSI Kitemark licences are held around the world. Each BSI Kitemark Licensee is subject to a programme of ongoing surveillance. This includes routine testing of the product or service, assessment of production quality controls and, where appropriate, mystery shopping.



The CE marking indicates that the manufacturer has met the minimum legal requirements for their products in regard to health and safety under European Directives. CE marking is not, therefore, intended to be a quality mark.



WRAS (Water Regulations Advisory Scheme) Approval is the best way to demonstrate compliance as it is granted directly by representatives of the water suppliers and is therefore accepted by every water supplier in the UK. Lookout for this logo when dealing with potable/drinking water applications. www.wras.co.uk



BSI is the business standards company that help organisations make excellence regardless of industry. BSI are the notified body for 'British Standards', 'ISO' company standard, CE marking and owner of the prestigious Kitemark, and have one of the widest testing and certification capabilities in the world. Check a company's or product certification; www.bsigroup.com/en-GB/Product-Directory. Most standards published by BSI carry the status of "British Standard". This indicates that they have been developed using the processes set out in BS O, a standard for standards. The principal characteristic of a British Standard is that it is produced by a process that involves:

A COMMITTEE – a widely-based group of experts nominated by organisations who have an interest in the content and application of the standard.

CONSULTATION – making a draft available for scrutiny and comment to anyone who might be interested in it.

CONSENSUS – the principle that the content of the standard is decided by general agreement of as many as possible of the committee members, rather than by majority voting.

This process reinforces the authority of the standard and helps to ensure that it will be accepted by a very wide range of people who might be interested in applying it. British Standards may be developed entirely within the UK by BSI committees, or, in most cases, are adoptions of international standards developed under very similar processes and, almost always, involving strong UK participation.

OTHER NON RECOGNISED UK APPROVALS



TERMS & CONDITIONS OF SALE

1. DEFINITIONS:-

- A) "the Company" means Smith Brothers Stores Ltd
- B) "the Purchaser" means the person, firm or company placing an order on the Company.
- C) "Quotation" means any Quotation or terms given by the Company.

2. ORDERS:- No orders placed by the Purchaser arising as a result of a Quotation, Terms or otherwise will be considered as binding on the Company unless that order has been acknowledged by the Company in writing.

3. EFFECT OF CONDITIONS:- All orders accepted by the Company will be subject to the Conditions of Sale set out herein. The Company is not willing to contract otherwise than on these Conditions and unless otherwise expressly agreed in writing these Conditions shall apply to all contracts made between the Company and the Purchaser and any documents emanating from the Purchaser which contain printed or standard Conditions which have been or shall be sent by the Purchaser and received by the Company on the understanding that they appear on the Purchaser's documents because they are printed there on will have no legal effect whatsoever and the Purchaser waives any right which he otherwise might have to rely on such conditions.

4. VALIDITY OF OFFER:-

- A) Any prices and/or discounts quoted by the Company, whether verbally or written, will be considered to have a validity of not exceeding 30 days unless otherwise agreed by the Company in writing.
- B) If the Purchaser intends to place an order with the Company subject to the terms of a nominated or other sub-contract the prices and terms in the tender will not be binding on the Company unless the Purchaser has fully disclosed to the Company such items and conditions of the said sub-contract and that the Company has acknowledged the same in writing.
- C) If the Purchaser intends that the price for the goods should be paid to the Company by a third party (i.e. a Finance Company or similar institution) it must state on the order that it has received written confirmation from the third party that it will make payment to the Company in accordance with the terms of Clause 8 hereof and if it fails to do so, the Purchaser will be bound to make such payments.

5. PRICES:- Unless otherwise agreed in writing the price to be paid will be deemed to have been stated in the Quotation provided that the Quotation is accepted within 30 days of issue and delivery is effected within a further 14 days. Otherwise, the Company may, at its discretion, vary the price by addition upwards to reflect market conditions, labour, material and transportation costs. All prices exclude VAT unless otherwise stated.

6. SPECIFICATIONS:- Whilst all descriptions, specifications, drawings and illustrations are supplied in good faith they are only intended for guidance purposes and the Company will accept no responsibility whatsoever for any errors, omissions, loss or damage from the Purchaser's reliance on such descriptions, drawings and illustrations. Further, the Company reserves the right to amend such descriptions, specifications, drawings and illustrations without notice. The Company provides no warranty, and it shall not be implied, whether through any description or otherwise, that any Goods conform to or are suitable for any specific purpose, unless written confirmation of such a warranty as to suitability of the goods for purpose addresses specific goods and the Purchaser. The Company may recommend to the Purchaser, specific Goods. These recommendations are based solely upon the information received by the Company from the Purchaser. Therefore, any recommendations by the Company to the Purchaser in relation to any Goods shall be provided only as an opinion, and shall not be construed as an express or implied warranty as to any recommendation given, unless written confirmation of a warranty to that effect is provided by the Company to the Purchaser and the Purchaser is referred to the clause immediately preceding this. The suitability of specific goods for use is ultimately the decision of the Purchaser based solely upon the knowledge of the Purchaser.

7. DELIVERY:-

- A) Delivery periods are given in good faith and are based from the date of receipt of order. Whilst we will make every reasonable effort to meet delivery requirements we will not be liable for any failure to

do so, nor for any consequential loss of any kind arising from late delivery.

- B) Deliveries will be made to the destination specified on your order provided this is clearly indicated.
- C) Unless otherwise agreed the cost of carriage will be chargeable to the Purchaser. Where the Purchaser requests the Company to deliver goods within a timescale which is shorter than that covered by the Company's quoted delivery costs then the Company reserves the right to vary the price by addition upwards to reflect additional costs incurred.
- D) Unless otherwise agreed the off loading and safe storage of delivered goods are the sole responsibility of the Purchaser. Where the Purchaser requests the Company to provide offloading facilities then such facilities will be deemed to be chargeable to reflect the additional costs incurred.
- E) After delivery the goods are expressly held by the Purchaser at his own risk. The Purchaser undertakes, following delivery to maintain the goods in the pre-delivery condition and to insure the goods to their full value and against all risks until such time as payment and the title passes.
- F) The Company reserves the right to levy additional charges against the Purchaser, to cover storage, fire insurance or other costs incurred by us, in the event that the goods are held beyond reasonable period of time or should forward instructions to be withheld.

8. TERMS OF PAYMENT:-

- A) Unless otherwise agreed in writing, and only for approved accounts, all goods will be invoiced on despatch for payment at the end of month following the date of invoice.
- B) Where an approved account is not established or where the total order value, excluding delivery, is less than £50.00 then, at its discretion, the Company may seek payment prior to delivery.
- C) Time for payment shall be of the essence of the contract without prejudice to any other rights of the Company. If the Purchaser fails to pay the invoice on the due date, the Purchaser shall pay interest on any overdue amount from the date on which payment was due to that which payment was made (whether before or after judgement) on a daily basis of 4% per annum over the base rate quoted from time to time by the National Westminster Bank plc and reimburse to the Company an administration fee of £20.00 together with all costs and expenses, including legal costs, in the collection of any overdue amount.

9. PASSING OF PROPERTY AND RISK:- The risk in the Goods shall pass to the Purchaser on completion of delivery. Title to the Goods shall not pass to the Purchaser until the Company has received payment in full (in cash or cleared funds) for:

- A) the Goods; and
- B) any other Goods that the Company has supplied to the Purchaser in respect of which payment has become due. Until title to the Goods has passed to the Purchaser, the Purchaser shall:
 - A) hold the Goods on a fiduciary basis as bailee for the Company;
 - B) store the Goods separately from all other goods held by the purchaser so that they remain readily identifiable as the Company's property;
 - C) not remove, deface or obscure any identifying mark or packaging relating to the Company;
 - D) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - E) notify the Company immediately if it becomes subject to the service of a Statutory Demand or any other action involved in the insolvency of the Purchaser; and
 - F) give the Company such information relating to the Goods as the Company may require from time to time.

The Purchaser may resell or use the Goods in the ordinary course of its business.

If before title to the Goods passes to the Purchaser the Purchaser is served with a Statutory Demand or any other action involved in the insolvency of the Purchaser, or the Company reasonably believes that any such event is about to happen and notifies the Purchaser accordingly then provided that the Goods have not been resold and without limiting any other right or remedy the Company may have, the Company may at any time require the Purchaser to deliver up the Goods and, if the Purchaser fails to do so promptly, enter any premises of the Purchaser or of

any third party where the Goods are stored/located in order to recover them.

10. LOSS AND DAMAGE IN TRANSIT:-

- A) It is the responsibility of the Purchaser to examine the Goods immediately on arrival and any shortage or damage be reported to us and to the carriers within 3 days of receipt.
 - B) Non delivery of Goods must be reported to us within 10 days of the despatch dates given on the advice note.
 - C) The Purchaser will be liable to indemnify the Company for any loss it suffers where it is unable to claim against the carriers by reason of non-fulfilment of these Conditions.
- 11. RETURNED GOODS:-** Any Goods returned to the Company for any reason other than faulty condition will only be accepted with the prior written agreement of the Company.
- A) Where such agreement exists then the Purchaser will be responsible for the cost of safe packing and delivery of Goods including adequate insurance against damage and loss.
 - B) Where such Goods are returned to the Company by agreement and provided that the Goods are received in a condition which is consistent with the condition on despatch then a credit will be issued to the value of the returned Goods less any restocking charge of not less than 15% of the invoice value of the Goods subsequently returned.

12. FITNESS FOR PURPOSE:- The Purchaser is solely responsible for suitability of the Goods for which they are bought and is reliant upon his own skill and judgement in this respect.

13. REPRESENTATION:- Any statements or claims made by the Company, its representatives, distributors and agents either prior to or during the course of executing a contract between the Purchaser and the Company are superseded by the Conditions herein and as such they are not material.

14. GUARANTEE:-

- A) The Company extends to the Purchaser the terms of warranty, guarantee and conditions that it has, in turn received from the manufacturer. Provided that all amounts due in accordance with clause 8 hereof have been received by the Company.
- B) All guarantees and warranties are subject to the equipment having been stored, installed, commissioned and maintained in accordance with good practice and the manufacturer's recommendations.
- C) To facilitate prompt replacement of any item or component we will despatch parts at the Purchaser's request on a chargeable basis. When the defective item is returned to us and provided that the fault has been verified under the terms of the guarantee then the invoice will be credited or cancelled. Where no such item or component is subsequently returned within a reasonable period then the Company reserves the right to seek payment for the goods supplied.
- D) The Company explicitly excludes any labour, consequential or other costs associated with the replacement of Goods, items or components under the terms of the guarantee.

15. EXCLUSION OF LIABILITY:- Clause 14 is intended to provide a fair means of resolving disputes about the quality of Goods supplied, and except as provided therein the Company is not liable for any loss or damage, whether consequential or otherwise, howsoever arising out of a contract for the supply of Goods to the Purchaser governed by these Conditions (except for damages for death or personal injury caused by negligence for which the Company is responsible) and all conditions or warranties which might be implied by law are hereby excluded. The Purchaser shall be responsible for ensuring that all Goods subsequently installed on the Purchaser's premises or elsewhere do not contravene existing laws and regulations and are approved by the Purchaser's insurers.

16. FORCE MAJEURE:- Any delay or failure of performance in executing our obligations shall not be determined as a fault or give rise to any claim for lock-outs, restriction of supplies, breakdown of plant or machinery, shortage of labour, war, riots, civil unrest or any other circumstances reasonably beyond our control.

17. LAW AND JURISDICTION:- These Conditions shall be subject to English Law and the exclusive jurisdiction of the English Courts.

NOTES

SOCIAL MEDIA

Keep up to date with the latest Smith Brothers news via our App, Twitter, LinkedIn and Google+.



A

APP 'SMITH BROTHERS STORES'

Call Us, Find Us, Contact Us and even book an appointment with an SBS representative. Available through Google Play and Apple Store.

TWITTER '@SBS1897'

Why not tweet a picture of your Smith Brothers delivery?

LINKEDIN 'SMITH BROTHERS STORES LTD'

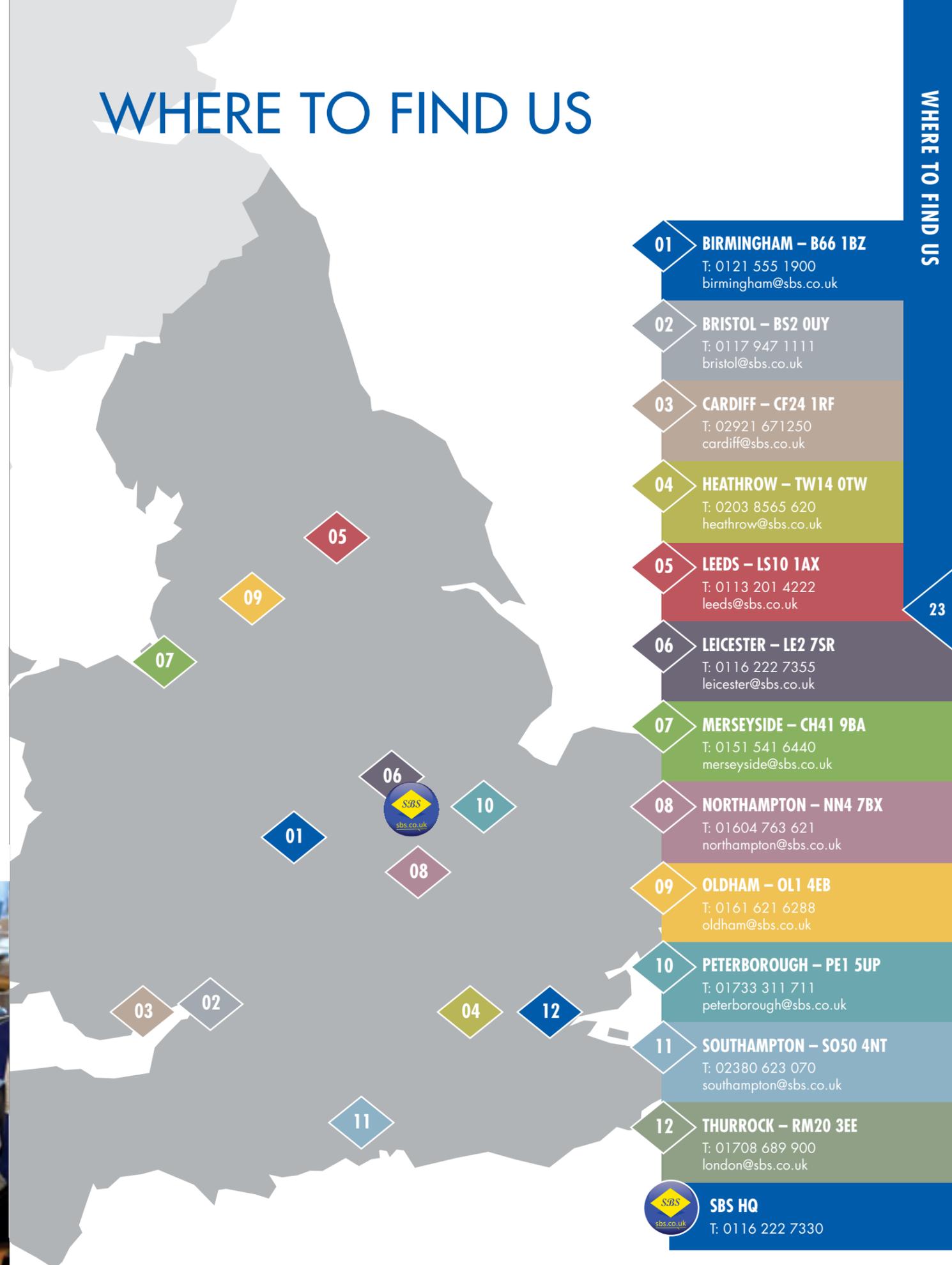
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